ANNUAL REPORT

OF THE

State Board of Arbitration.

1888.

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CONTENTS.

Commonwealth of Massachusetts.

State Board of Arbitration,
Boston, Jan. 31, 1889.

Hon. William E. Barrett, *Speaker of the House of Representatives.*

Sir: — We have the honor to present herewith the Annual Report of this Board for the year ending December 31, 1888.

Very respectfully,

WESTON LEWIS,
RICHARD P. BARRY,
CHARLES H. WALCOTT,
State Board of Arbitration.

THIRD ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

The practical application of the principle of arbitration in the settlement of differences between employers and employed has been successfully continued in this Commonwealth through another year. Fortunately for the whole community, no extensive strike or lock-out has occurred, to check the healthy advance of business enterprise and deprive the willing workman of opportunity to exert his skill for the benefit of himself as well as the whole community in which he lives. Differences have arisen, however, in most of our principal centres of manufacturing industry, the treatment of which has called for the highest degree of patience, tact and conscientious desire to attain fair results, — valuable and necessary qualities in dealing with any questions which affect large numbers of men and women, but most essential in the delicate work which falls to this board, and which must be performed without the aid of established precedents or the assistance and support of well-defined rules. Although, speaking in a broad sense, the interests of labor and capital must be the same, — each dependent upon the other, and not opposed, — yet, to one who keeps his eyes open to what is actually occurring nearest at hand, it is equally clear that in individual cases it

often happens that this identity of interests is not practically recognized, for one reason or another, and unhappy discord is the result. This disturbance may be occasioned by a demand of the employer for a reduction of wages; and the state of business may appear to render some reduction necessary. If so, the line may perhaps be drawn fairly by the employer, and with a desire to diminish as little as may be the worker's share of the finished product. But sometimes the reduction demanded is greater than the exigency of the business requires, either through undue apprehension of future markets, or because the demand is made with the expectation that discussion and subsequent compromise will ensue.

The controversies which have come under the board's notice, during the year 1888, have to a considerable extent owed their origin to demands for reduction of wages. Strikes for higher wages have been few. Our experience has demonstrated: first, a general disposition on the part of our working population to make their interest one with their employers, provided a like disposition is shown on the other side in approaching them; second, the need felt by employees, and often by the employer, of advice from a disinterested third party, standing in the position occupied by this board. It is in giving such advice that we find the best results of the law under which the board acts. To the superficial observer it may appear that when an employer has once decided how much he can afford to pay his help, that should be the end of it; but it is seldom that a Massachusetts manufacturer allows himself to rest upon such a statement. He will almost invariably say, "I expect to pay as much to my employees as other people are paying, due allowance being made for quality and grade of work,

and all the conditions which surround us. If I cannot pay as much as my competitors, I will go out of business; but I cannot afford to pay any more."

This expression of the principle which underlies wages is an intelligent statement of the law of supply and demand applicable to the present conditions of the industrial world; and, when made in good faith, has, in our experience, been repeatedly accepted and acted upon by workingmen and the representatives of labor organizations in our State. The correct application of the principle by the parties themselves to a particular factory is generally attended with difficulty, for the reason that the employer cannot, as a rule, discover with certainty what prices his competitors are paying; and, on the other side, workmen often mislead other workmen by statements concerning what they earn.

It is a gratifying fact that no sources of information as to wages paid or methods of work are closed to this board, asking, as it does, in the name of the State, for information to be used for a peaceful and beneficent purpose. There is no longer room for reasonable doubt that a board constituted under our law, acting with a single eye to the mutual advantage of employers and employed, can render efficient aid to both, and, in doing so, assist in the general advancement and prosperity of the State.

In every case that has demanded the attention of the board during the last year, the substantial, and in most cases the sole, cause of difference was found either in the amount of wages paid for a particular part of the work, or in the need of adjusting the several items of a price-list applicable to a whole factory or to one department of it. The question of wages, however, as might naturally be expected, has in some cases involved a consideration of the hours of labor, the use of new

machinery, fines for imperfect work, the comparative merits of piece-work and day-work, and the further subdivision of labor.

There have come to the knowledge of the board some controversies which, when rightly understood, were found to be not "differences between employers and their employees," such as are contemplated by the statute, but rather contests between an employer and a labor organization, each acting for the time in opposition to the other, and having no interests in common. Such contests, although sometimes unavoidable, are generally productive of loss to both parties, of more or less disturbance of the public peace, and the mental and moral unsettling of many individuals. So long as the contest rages, with no desire on either side for a settlement of real or imagined grievances, there is obviously no place for a board like this. If the persons directly involved prefer to carry on a controversy by the use of invective, strikes, lock-outs, boycotts and black-listing, after being informed of a better way, the public can only stand aloof and insist on preserving the peace. Even under circumstances like these, the board has always held itself in readiness to respond to any change of disposition that might show itself on either side, and so afford an opportunity for milder counsels to bring order out of chaos. We can afford to wait; for the results of such cases invariably prove the superior practical value of arbitration and conciliation.

It is a significant and gratifying fact, that recently the practice has arisen, in some of the largest shoe factories of the State, of employer and employees joining in a written agreement to submit to this board all disputes that may arise, concerning the business, which the parties themselves may be unable to adjust, and thus to assure

the uninterrupted progress of the work while differences are being considered and settled with justice to all. This agreement is made part of the contract of hiring, and applies to all who work in the factory.

While some leaders of labor organizations have warmly approved of the prominence thus given to arbitration administered by the State Board, the fear has been expressed in some quarters that the general adoption of the plan described would dispense with labor organizations, and enable an employer to make terms with his help without any apprehension of a strike. Without doubt the employer is secured by this agreement from the damage that might be caused by a sudden strike. But is it not worth something to an honest, peaceable workingman, to feel that he is relieved of the necessity of leaving his work to remain idle, by reason of a grievance suffered or imagined by one or more workmen employed in some other department of the factory? As to the past, has the strike indeed shown itself so valuable and trustworthy a weapon that it is to be retained at all hazards, even if the lock-out and black-list — weapons of the opponents of labor — are voluntarily relinquished? As to the other objection, it is deserving of notice, that those who have most carefully observed the relations between labor and capital are convinced that labor organizations have come to stay with us, and must be dealt with as an existing factor in all attempts to solve social or industrial problems.

If any one has at heart the welfare and success of organized labor, how can he more effectually advance its interests than by preferring reason to force, conciliation to threats of injury? If, as time goes on, the method of arbitration continues to approve itself to the people

at large, it is obviously certain that labor organizations will be obliged by that very circumstance to take it more into account; and then it will be more clearly perceived that the true interests of the workingmen who belong to organizations can be properly represented before this board, or before the Legislature, or elsewhere, only when the most intelligent men are chosen to offices of trust and responsibility in their respective organizations. The board has been brought in contact with officers of labor organizations in this State who were well fitted to discharge the duties of their positions, and have co-operated intelligently with this board. The services of such men will always be useful. That such positions are not always filled by unselfish and conscientious men is a well-known fact, and should incite all true friends of workingmen to greater vigilance, and to a more lively sense of responsibility in the exercise of the powers delegated to them for the greatest good of the greatest number. As a result, there will be less agitation of the public mind; but every real grievance felt by any considerable number of working men or women will be sure of being heard, and of being presented on its merits by agents fully qualified to represent the desires and interests of their constituents, and to give them good and unselfish counsel. Is this a result to be deprecated by organized labor? Is it not, rather, the attainment of one of its highest ideals?

In the subsequent pages of this volume are carefully prepared reports of the principal matters in which the board has been called upon to act, or has intervened of its own motion for purposes of mediation and conciliation. Many other cases in which it has been the good fortune of the board to quiet or prevent controversies, before sufficient headway had been acquired to attract

public notice to them, are not mentioned here; but always the purpose of the board has been the same, — to do what it could, collectively and individually, for the protection of the weak, and to influence the strong to act with moderation, guided by dictates of reason and justice. In this work, we are free to say that the design of the law has been more than fulfilled; and we are confident that, in the future, as in the last two years, the people of our State will reap the benefits of a wise and considerate policy in the treatment of labor questions.

From carefully prepared information of the wages earned in the several establishments in which differences have been adjusted by the board during the year 1888, it is estimated that the yearly earnings of the workmen and workwomen directly involved in the controversies dealt with were $953,170; and the total yearly earnings, in all departments of the establishments referred to, amount to the sum of $5,735,992.

Salaries and Expenses of the Board for the Year 1888.

Travelling expenses of members of the board and clerk,		$705 50
Compensation of stenographer,		332 70
Compensation of experts,		282 70
Printing and advertising hearings,		171 74
Telephone,		99 20
Postage, stationery and sundry office expenses,		110 46
Total expenses,		$1,702 30
Salaries of members of Board,	$6,000 00	
Salary of clerk,	900 00	
		6,900 00
Total salaries and expenses,		$8,602 30
Appropriation, 1888,		$10,300 00
Estimate for 1889,		9,000 00

The law concerning arbitration is given below, being chapter 263 of Acts of 1886, entitled, "An Act to provide

for a State Board of Arbitration for the settlement of differences between employers and their employees," as amended by chapter 269 of the Acts of 1887, and chapter 261 of the Acts of 1888.

SECTION 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a State board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two: *provided, however*, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed. On the first day of July in the year eighteen hundred and eighty-seven the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years and one for one year, or until their respective successors are appointed; and on the first day of July in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such salary as may be allowed by the board, but not exceeding twelve hundred dollars a year.

SECT. 2. The board shall, as soon as possible after its or-

ganization, establish such rules of procedure as shall be approved by the governor and council.

Sect. 3. Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

Sect. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon; but public notice need not be

given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative in the departments of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the board.

Sect. 5. Upon the receipt of such application and after such notice the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

Sect. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory where they work.

Sect. 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be

chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lock-out such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

Sect. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the preceding section or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or town of the Commonwealth, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lock-out was employing, not less than twenty-five persons in the same general line of business in any city or town in the Commonwealth, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement between them, or to

endeavor to persuade them, provided that a strike or lock-out has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act.

SECT. 9. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the Commonwealth, as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four.

SECT. 10. The members of said state board shall until the first day of July in the year eighteen hundred and eighty-seven be paid five dollars a day each for each day of actual service; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year, to be paid out of the treasury of the Commonwealth; and both before and after said date they shall be allowed their necessary travelling and other expenses, which shall be paid out of the treasury of the Commonwealth.

REPORTS OF CASES.

B. E. Cole & Co. — Marblehead.

DECISION.

Feb. 7, 1888.

In the Matter of the Joint Application of B. E. Cole & Co., Shoe Manufacturers of Marblehead, and their Employees.

Petition filed Dec. 19, 1887. Hearings, Dec. 29, 1887, Jan. 9, 1888.

In November last, the employer in this case attempted to establish in his factory a reduced scale of prices for cutting uppers. The operatives who were affected by the change struck, and the disturbance extended, in some degree, to the other departments of the factory. On December 3, without being applied to by either side, the board visited Marblehead and communicated with the parties. After several interviews, both employer and employees agreed that the men should return to work at the same prices that were paid at the time of the strike, all matters in controversy to be submitted to this board for settlement. This was accordingly done, and the case has been fully considered. The workmen are satisfied with present prices, but resist any attempt at reduction. The employer claims that the prices now paid are excessive.

The board has found considerable inequality in the prices paid in the several shops of Marblehead, a fact which has made it more difficult than usual to arrive at a conclusion. The following prices are hereby recommended for the factory of B. E. Cole & Co. of Marblehead.

Price-list for cutting misses' and children's boots and shoes, per case of seventy-two pairs : —

Kid, high button, 11 to 2,	$2 30
Goat, high button, 11 to 2,	2 25
Kid, high button, 8 to 11,	2 00
Goat, high button, 8 to 11,	1 87
Kid, regular button, 12 to 2,	1 87
Kid, regular button, 8 to 11,	1 62
Grain, regular button, 11 to 2,	1 50
Grain, regular button, 8 to 11,	1 25
Grain, regular button, 1 to 7,	1 12
Goat, kid or grain, pieced, button, 2 to 7,	1 75

Result. — The recommendations of the board were accepted by both parties.

Wright & Richards — Rockland.

A strike occurred January 18 in the factory of Wright & Richards, shoe manufacturers, of Rockland, occasioned by posting a reduced price-list for sewing on welts by hand. Subsequently the firm expressed a willingness to take back the workmen and restore the old prices, but the men refused to return without some recognition of their new organization, the "Hand-sewers' Protective Union." New men were hired in place of those who were on a strike, and the operations of the factory might have been continued but for the lasters, who ceased work on February 11, apparently in sympathy with the hand-sewers. The firm declined to treat with any organization in relation to the matter. Upon the interposition of the board, the firm signified their willingness to join in any application that the men might see fit to prefer to the board ; but no application was made from either side.

The board, upon further inquiry, learned that the shoe manufacturers of Rockland and other towns in the vicin-

ity had formed an association; and, as the contest seemed to be between opposing organizations of employers on the one hand, and workmen on the other, the board refrained from further proceedings at this time.

This trouble, together with others of a similar character, came to an end in March. There has been no renewal of the controversy.

C. S. Sweetser & Co. — Lynn.

An application was received on January 21, from Allen B. Stevens, agent of the employees in the cutting department of C. S. Sweetser & Co. of Lynn, complaining of a reduction recently made of the wages in that department, and that a further reduction was apprehended by the same employees. The petitioners, who were then, and had been for several days, on a strike, contended that none of the prices ought to be reduced, but that some of them ought in fairness to be increased. Three days later the cutters were induced to return to work, and the firm joined in the application, stating at the same time that "the prices paid have been too high," and desiring the board to "make prices for cutting that shall conform to the decision of the board made Feb. 8, 1887, so far as the same is applicable to our business."

The decision, rendered March 16, was as follows: —

DECISION.

In the Matter of the Joint Application of C. S. Sweetser & Co. of Lynn, and their Employees.

Petition filed January 21. Hearing, February 2.

The questions involved in this case relate to prices for cutting uppers (outsides), linings and trimmings for boots and shoes.

The following price-list, which is hereby recommended for the factory of C. S. Sweetser & Co., expresses the conclusions arrived at by the board.

CUTTING UPPERS — OUTSIDES.

	Per sixty-pair case.
Women's grain or glove grain button boot, with goat or grain fly, cheap grade, $1.00, and under,	$1 30
India goat kid, button,	1 67
India pebble goat, button,	1 55
India sheep kid, button,	1 55
Native sheep kid, button,	1 55
Native and India pebble sheep, button,	1 55
India kid, goat or sheep fox, button,	2 10
High-cut patterns, as now used, extra,	10
Dongola kid, button,	1 70
Dongola sheep kid, button,	1 60

All polish twenty cents less than button, except grain, which is fifteen cents less than button.

CUTTING LININGS AND TRIMMINGS.

Drill linings, stamping not included,	$0 15
Top facings, sheep,	15
Top facings, cloth,	05
Fly linings, sheep,	15
Fly linings, cloth,	05
Side stays, sheep,	10
Side stays, cloth,	05
Vamp linings, cloth,	05
Button stays, drill,	05

Sizes 6 to 9 inclusive, same as regular sizes; misses' to rate the same as women's.

Result. — The prices recommended by the board were adopted by all parties concerned.

Milford Pink Granite Co. — Milford.

Notice was received January 19, from Timothy Shea, superintendent of the Milford Pink Granite Company, employing about forty men, to the effect that the stonecutters, seventeen in number, had struck on December 17, and had since refused to work for the company. It was further stated that there was good reason to believe that if the board would look into the matter, a fair settlement might be arrived at.

Pursuant to this notice, the board met the officers of the corporation, and a committee representing the stonecutters, at Milford, and heard the statements of both sides to the controversy. It appeared that on December 5 the work-day was shortened from nine hours to eight hours, except on Saturday, when the limit was seven hours. Prior to the change of time, the men had worked nine hours every week-day, except Saturday, when one hour less was the rule. Nevertheless, they were accustomed to receive the same pay for Saturday as for other days. Wages were paid at the rate of $2.75 per day. The company proposed, that, for the future, the extra hour should be considered as belonging to the whole week; and when a man worked fifty-three hours, he should be paid for fifty-four hours, according to the manner which had hitherto been practised; but, if a man worked during a part of the week only, he should receive only a proportional part of the pay for the extra hour. This was the beginning of the controversy; and, as an alternative, the employer offered to pay at the rate of thirty-one cents per hour for the time the men were actually at work. No agreement was made, and the strike occurred. After a full hearing of the

facts, the views of the board were expressed then and there, at the request of both parties, substantially as follows: —

The men claim that they are entitled to pay for an extra hour on Saturday, whenever the full number of hours required for Saturday have been worked out; and this would always be one hour less than was required on other days. The employer corporation contends that the "present" of an hour extra on Saturday is only for those who have worked through the week, and belongs not to Saturday, but to the whole week; and that, therefore, if less than fifty-three hours are worked during the week, only a proportional amount of the extra hour should be allowed to the workman. As an alternative proposition, the president offers to pay at the rate of thirty-one cents per hour for the time during which the men are actually at work. The difference in money is very small. At thirty-one cents per hour, the amount paid would differ from the amount that would be due under the present bill of prices by the trifling sum of seven cents per week to a man. The present bill provides for a price by the day, $2.75, and provides that nine hours shall be a day, except on Saturday, when there shall be one hour less, but with the same pay. The board thinks that the conditions which are found actually existing in Milford should be regarded, and that it is natural for these men to wish to work under the same conditions that their fellow-workmen are subject to in other yards in the same town; and, assuming the statements of the parties to be correct, there seems to be no good reason why the business should not be resumed as soon as the weather will permit, under the Milford bill of prices, construed according to the workmen's view of it on the points here mentioned. At the

same time, in view of the fact that the workmen, through their agents, have declined to submit the matters in issue to this board, and abide by the result, it is to be understood that the company is not bound by the opinion here given, or obliged by it to resume business in their yard; and that, if future developments shall seem to call for a more extended investigation, the board will reconsider the whole case, and will not necessarily be bound by the opinions formed and expressed upon the facts that have thus far appeared.

Result. — By reason of the severity of the weather, and for other reasons peculiar to the business, the company did not at once resume operations in their Milford yard; and, when they were ready to resume, some further negotiations were found to be necessary before a perfect understanding was reached. The board afforded such assistance as was in its power; and about March 1 the men were at work again, all matters of difference having been fully adjusted according to the recommendations of the board.

Samuel F. Crosman — Lynn.

On January 31 an application was filed by Samuel F. Crosman of Lynn, alleging that a controversy existed in his stitching room in Lynn, concerning prices for making button-holes. The question submitted was, "What price shall be paid on double Reece machine for making second and third grade button-holes, either all cotton, part cotton, or silk face, the operator to snap the ends?"

On the day of filing the application, the board succeeded in effecting a settlement by mediation; and the following agreement was prepared, and signed in the

presence of the board by the employer and the agent of the stitchers : —

Lynn, Jan. 31, 1888.

It is hereby agreed that all button-holes made on double Reece machine in the shop of S. F. Crosman, in Lynn, Mass., which are not paid for, together with the button-holes to be made for shoes now in our shop up to one hundred and fifty cases, shall be paid for at four cents per hundred; and the button-holes made on said double Reece machine, not included in the foregoing, made in said shop, shall be at five cents per hundred. Those to be made at four cents not already made under the foregoing shall be finished on or before Feb. 20, 1888. Said prices shall be paid on double Reece machines for making second and third cheap grade button-holes, either all cotton, part cotton, or silk face, the operator to snap the ends, and present operators to be employed.

S. F. Crosman.
J. F. Carr.

Creighton Brothers — Lynn.

On January 31, a joint application was received from Creighton Brothers of Lynn, shoe manufacturers, and their employees, represented by C. J. Shackford. The firm desired lower prices for beating-out on the Swain & Fuller American machine and on the Giant machine; and for buffing, stock-fitting and trimming edges. The employees joined in the application, requesting merely "that the board will act upon the questions presented as justice may require." There was no strike or lock-out in this case, and, shortly after the filing of the application, all the matters in dispute were adjusted by the parties to the satisfaction of both.

Wakefield Rattan Co. - Wakefield.

On February 3 the reed-workers employed by the Wakefield Rattan Company, of Wakefield, struck, the cause being a proposed reduction of wages; and two or three days later all the reed-workers, ninety-one in number, having finished the work upon which they were engaged, refused to work any longer. This was followed, on the 17th, by a strike of the "winders," sixty-two in number, — partly because of a proposed reduction in their department, and partly out of sympathy with the reed-workers. This action on the part of the winders compelled forty-two others to remain idle. A committee from each department called upon the superintendent, and had an interview with him before the strikes occurred; but nothing in the nature of a concession was obtained.

The board interposed, of its own motion, on February 18; and on February 21 Matthias Hollander and others, representing the striking employees, made formal application to the board, alleging as grievances that "the wages of the reed-workers were reduced so that it was impossible for the employees to earn fair wages. The winders complain that the prices fixed for winding on new patterns is too low, and claim that they, the employees, should be allowed to furnish a sample winder, to help fix fair prices for such work." The employees also expressed their willingness to return to work at the prices which were paid before the reduction was made, and abide the decision of the board.

The officers of the corporation said that the difficulty with the winders about their wages had been settled before they struck; that competition was close, and the

condition of business at the time did not require the employment of so many hands; but an attempt had been made to reconstruct the wages list, in the direction of a further subdivision of labor, which it was expected would be advantageous to the corporation, and would enable the workmen to earn as much as before. It was contended, however, on the part of the corporation, that higher wages had been paid for work of this kind in Wakefield than was paid at competing points.

At the solicitation of the board, the manager of the corporation met the committee of the employees at the rooms of the board, on February 27; and, after much discussion, the manager made a proposition in writing, which the committee representing the employees undertook to submit to the workmen directly interested, and report their conclusion to the board. The proposition was as follows: —

The Wakefield Rattan Company propose and consent to take back all reed-workers who left their employ some weeks ago, at prices to be submitted to the men this day or early to-morrow; and if, after investigation, the State Board of Arbitration decide the prices should be raised, the Wakefield Rattan Company agree to reimburse the men on all work actually done by them from the time they return, as may be recommended by said board.

The Wakefield Rattan Company agree to co-operate with a committee of the reed-workers, to the end that representatives of the reed-workers may be allowed to do the several classes of work in dispute, an account of whose time on each portion shall be kept, with a view of adjusting prices on a fair basis to all concerned.

WAKEFIELD RATTAN COMPANY,
C. H. LANG, JR.,
Manager.

It will be perceived, that, by the terms of the corporation's proposition, the prices under which the men were to work, pending proceedings for a definite settlement, were to be fixed by the corporation; and, unfortunately for the success of the arbitration, the manager decided to submit prices even lower than were posted before the strike. The irritation caused by the new reduction was so great as to cause the workmen to reject the proposition of the corporation, and they gave notice to the manager of their conclusion. After a conference with the board, however, they reconsidered their action; and, on March 2, they signified their willingness to agree to the proposition. But the corporation then declined to renew the offer which had once been rejected by the men, or to make any other proposition. All negotiations came to an end, and the corporation proceeded with its new scheme, without reference to its former employees.

Subsequently, on or about April 7, an understanding was arrived at, based on prices which were to some extent more favorable to the workmen than those which were contained in the corporation's offer of February 27. Some of the disaffected workmen had already obtained employment in other towns; but a majority returned to work, and the controversy was terminated.

Rogers & Sheldon — East Bridgewater.

An application was received on February 10 from Edmund W. Nutter, agent for workmen employed in the rolling-mill of Rogers & Sheldon, manufacturers of "tack and nail plate" at East Bridgewater. The men complained that their wages had been reduced, and that they were also required to work longer each day than formerly.

There was no strike. The board learned from the firm that the average wages at the reduced rate amounted to $1.55\frac{3}{4}$ per day. Work began at 6 A.M., and was regulated by heats. The men worked on an average seven and one-half to nine hours per day, and received for night work one-half the regular pay extra. The firm expressed their willingness to submit the case to the board, if upon consideration they could see that there was anything which might properly be submitted. They were inclined to think, that, in the condition of the market which prevailed at the time, the reduced price-list was as high as they could afford to do business under.

While preliminary matters were still under consideration, the works at East Bridgewater were destroyed by fire, — a calamity which made it unnecessary for the board to take any further action in the premises.

William Porter & Son — Lynn.

On February 13 the trimmers and edge-setters employed by William Porter & Son of Lynn struck for higher wages, and a banner-boy was placed in front of the shop, as a warning to workmen to keep away until the dispute was settled. On the next day following, the strike was declared off, and a joint application, signed by the firm and the agent of the employees, was filed with the board. Work was resumed at the same wages as were paid at the time of the strike, both parties to await the decision of the board. The decision was rendered on March 15, as follows : —

DECISION.

In the Matter of the Joint Application of William Porter & Son, Shoe Manufacturers of Lynn, and their Employees.

PETITION FILED FEBRUARY 14. HEARING, FEBRUARY 29.

In this case the board is called upon to fix a price for setting a slick edge, by a Dodge machine, on shoes of a cheap grade, sewed by a McKay turn machine. An increase of wages is demanded; and it appears to the board, after full consideration, that the increase of work of this kind in the factory in question, compared with the amount done at the time when the present price was agreed upon, is sufficient reason for an advance. Therefore, it is hereby recommended that for this work the sum of thirty cents per case of sixty pairs be paid in this factory.

Result. — The recommendations of the board were promptly adopted.

GEORGE H. BURT & CO. — RANDOLPH.

BOSTON, Feb. 15, 1888.

In the Matter of the Application of Peter B. Hand and Thomas Dolan, representing the Employees of George H. Burt & Co. of Randolph, Manufacturers of Boots and Shoes.

PETITION FILED FEB. 13, 1888.

The controversy in this case arose out of the discharge, on February 4, of Michael J. O'Connell, an employee in the heeling department. This discharge was followed, on the 8th, by a general strike. The board interposed, upon the invitation of the selectmen of the town of Randolph, and placed itself in communication with all the

parties to the dispute. The firm has declined to join in submitting the case to the board in the form in which it is presented by the formal application of the workmen; but, after full inquiry into the circumstances as they now appear, there seems to be no good reason why harmonious relations should not be at once restored. The firm having refused absolutely to re-employ Mr. O'Connell, he has notified the board in writing of his desire that the board will consider the case without reference to him; and we accordingly, in view of all the circumstances, recommend that the other workmen apply without delay for work in their former positions, as if no trouble had occurred, and no longer regarding Mr. O'Connell's discharge as a grievance of their own. We further recommend, in case this advice is acted upon by the workmen, that the firm reinstate, without prejudice, all the workmen who, for the reason above stated, left their employ on February 8.

Result. — On February 21 the factory was re-opened, and the employees returned to work, both sides responding to the recommendations of the board as promptly as the circumstances would allow.

A. J. Bates & Co. — Webster.

On February 15 notice in writing was received from William H. Marden, that, on February 8, the firm of A. J. Bates & Co. of Webster notified their lasters of a proposed reduction in wages; and, pending a discussion of the proposed change, all the lasters were discharged on the 11th. The board was requested to inquire into the matter, with a view to effecting a settlement. After due notice given, a public hearing was had at Webster, and the board made the following report, on March 1: —

REPORT.

In the Matter of the Application of Wm. H. Marden, representing Present or Past Employees of A. J. Bates & Co. of Webster.

PETITION FILED FEBRUARY 15. HEARING, FEBRUARY 25.

The firm of A. J. Bates & Co. is engaged in the manufacture of men's, boys' and youths' shoes, nailed and sewed work. The application comes from the lasters lately discharged by the firm; and, the firm having declined to join in the application, or to make any statement concerning the alleged grievances of the workmen, the board has investigated the case, and reports as follows: On the evidence presented, the board finds that, on February 8, the foreman of the shop presented to some of the lasters a new and reduced price-list, to which they were individually requested to give their assent. No definite answers were given by the men, but the shop's committee asked for and obtained a copy of the proposed price-list; and perceiving, upon examination, that, if adopted, it would work a reduction of upwards of twenty per cent. from the prices they were then receiving, notice was promptly sent to the agent of the order to which the workmen belonged, who arrived in Webster on the 10th, and made an appointment with one of the Messrs. Bates for an interview with the firm on the following morning. The agent was present at the factory at the time appointed; but early that morning the foreman had again presented the new list to the lasters separately, asking each one if he was satisfied to work for the prices therein set down. The men answered that they were not satisfied with the proposed prices, but could not say positively what they would do or would not do, until their representative had met their employer, as had been

agreed upon. The foreman replied that he wanted to fix matters up before the agent appeared, and said, further, to each man, that, if he was not ready to agree to work for the new prices proposed, he might go when he had finished the work that he was then engaged upon. In this way, most of the workmen had been discharged before the time appointed for the interview with their agent, and without being afforded any other opportunity to discuss the proposed change than appears in the facts above stated. All the lasters, twenty-six in number, were discharged that morning, February 11, and most of them are still without work. They appear to be good workmen, and have acted with discretion and moderation. In the opinion of the board, they were fairly entitled to a reasonable time for consideration in their own way, before agreeing to so radical a reduction of their earnings. They were willing that the whole question of prices should be submitted to the State board, and to abide by the decision, whatever it might be; since they desired only fair prices for their labor, compared with work of a like grade in other factories in the State.

If the firm was willing to pay fair prices for good work, such as was required in this factory, it is difficult to understand why they were unwilling either to discuss the proposed price-list with the employees interested, or to join in leaving it to an impartial tribunal for determination. The firm has received notice from the board of every stage of the proceedings, and full opportunity has been given them to state their position in the matter.

The board, having done all in its power to effect an amicable settlement of this difficulty, and having fully investigated the cause, can only make and publish a report finding such cause or causes, and assigning the re-

sponsibility or blame for the existence or continuance of the controversy.

The form in which the case is presented, owing to the employers' refusal to join in the application, precludes any recommendation as to prices. But the earnings of the men under the price-list in vogue at the time of the attempted change do not appear to have been excessive; and the reduction is, on the face of it, so large, that the board has no hesitation in saying that ordinary considerations of courtesy and fair dealing among men ought to have dictated a more reasonable course on the part of the firm.

Result. — Soon afterwards the firm advertised for lasters, and obtained a sufficient number who consented to work at the reduced prices, including many of those who were formerly employed. Nothing has since happened to attract the attention of the board to this factory.

Plymouth Foundry Company — Plymouth.

A strike occurred on February 15 in the works of the Plymouth Foundry Company of Plymouth, the stove-moulders being unable to agree with the company upon prices to be paid for moulding the pieces which formed a new style of range, known as the "Royal Grand."

The board was applied to in the first instance by the workmen; but, after some negotiation, it was arranged that the men should return to work, and a joint application was presented by both sides on February 23. The company desired that, "in determining the price to be paid per piece for moulding the 'Royal Grand' ranges, the price for the corresponding piece in the 'Glenwood' range be taken as the basis." The workmen contended that they ought to have "the same price for moulding

the 'Royal Grand B' range as is paid for moulding the 'Glenwood B' range, made by the Weir Stove Company of Taunton, with the right to place the price for moulding on the pieces as we ourselves agree, we not to exceed the net cost of the 'Glenwood B' range." It was subsequently agreed that the parts of the new range should be compared, piece by piece, with the corresponding pieces of the "Glenwood B" range, and prices fixed accordingly, without reference to the total cost of either, compared with the other as a whole.

Following is the decision, rendered March 29 : —

DECISION.

In the Matter of the Joint Application of the Plymouth Foundry Company of Plymouth, and the Stove-moulders in its Employ.

PETITION FILED FEBRUARY 23. HEARING, MARCH 7 AND 9.

The controversy in this case relates to prices for moulding the several parts of the range known as the "Royal Grand;" and both corporation and workmen have agreed that the prices now paid for the several pieces of the range known as the "Glenwood B" shall be taken as a standard in this case. The parties have been heard at length, and the several parts of the "Royal Grand" have been carefully compared with the corresponding pieces of the "Glenwood B," with a view to making proper allowance for differences in weight, size, etc., of the castings. The following prices are hereby recommended for moulding the parts of the "Royal Grand" range : —

	7-Inch.	8-Inch.
Top,	$0.29	$0.38½
Back end,	.11	.14½
Main hearth,	.20	.20
Fire end,	.10	.13

	7-inch.	8-inch.
Main front,	$0.18	$0.23
Main back,	.18	.23
Middle bottom,	.16	.20
Oven top,	.08	.10
Oven front,	.08½	.12
Oven bottom,	.09	.12
Oven back,	.06½	.07½
Oven door,	.10	.12½
Oscillating shelf,	.05¼	.06¼
Top end shelf,	.08½	.08½
Back-flue box, 2 on board,	.16	
Back-flue box, single,		.10
Front guard, 2 on board,	.05	
Front guard, single,		.05
Grate bed,	.05	.05½
Top expansion, 2 on board,	.04	.05½
Flue-box cap, on match-plate,	.04½	.04½
Swing hearth, including hearth-plate and mica door,	.12½	.15
Oven rack,	.06	.07
Short centres, 2 on board,	.05½	.07
Covers, 2 on board,	.06	.07
Fire doors, 2 on board,	.06½	.08
Patent magic grate: —		
Frames, 2 on board,	.06	
single,		.05
Fingers, on match-plate,	.04½	
8 on board,		.06
Long bars, on match-plate,	.04½	
4 on board,		.05
Buttons, on match-plate,	.04½	.04½
Broiler door, 2 on board,	.05	.05½
Name plate, 2 on board,	.06	
single,		.05
Oscillating shelf plate, 4 on board,	.04	.04
Grate shaker, on match-plate,	.04½	.04½
Draught slides, 4 on board,	.05	
3 on board,		.05
Broiler door slides, 4 on board,	.04½	.05
Dampers, 4 on board,	.07½	
2 on board,		.06

	7-inch.	8-inch.
Back-flue strips, 2 on board,	$0.06	$0.06½
Bottom-flue strips, 2 on board,	.04½	.04½
Read damper slides, on match-plate,	.04½	.04½
Fire-door linings, 2 on board,	.05	.04½
Extension-box covers, 2 on board,	.05½	.05½
Flue stopper, on match-plate,	.04½	.04½
Right ash-wing, 2 on board,	.05	.06
Left " " "	.04½	.05
Top flue strip, 3 on board,	.06	.06½
Hot-closet door,	.04	.05
" backs, 2 on board,	.18	
single,		.09
" fronts, 2 on board,	.18	
single,		.09½
" legs, 4 on board,	.06	.06
" ends, 2 on board,	.11	
single,		.06½
" bottom,	.26	.33
Oven door opener, 8 on board,	.07	.07
Back-lining clamps, on match-plate,	.04½	.04½
Front-lining clamps, on match-plate,	.04½	
Front-lining clamps, on board,		.06
Water front,	.55	.55
Extension box,	.06	.06
Oven ventilation slides, on match-plate,	.04½	.04½
Ash-pan rim,	.06	.07
Cabinet base sides, 2 on board,	.15	.17
" ends, 2 on board,	.09½	.10½
" legs, 4 on board,	.05½	.05½
Mantle-shelf top,	.15	.15
Pipe box and wings,	.25	.25
Shelf top piece, 2 on board,	.15	.15
Shelf brackets, 4 on board,	.06	.06
Pipe covers, 2 on board,	.05	.05
Hearth extension, 4 on board,		.07

Result. — It will be noticed that in this case the parties agreed upon a standard, to wit, the prices paid in Taunton for the several pieces of the " Glenwood B " range, — and

the case was treated throughout as one requiring a careful application of that standard. When the decision was announced, it was discovered that the parties and the board had been misinformed, in a few particulars, concerning the Taunton prices; and a few items were by agreement of the parties raised or lowered, the list as a whole not being materially affected by the changes, but made more readily applicable to the matter in hand, and better adapted to the purpose for which it was intended.

John O'Connell & Sons — Marlborough.

DECISION.

Boston, March 26, 1888.

In the Matter of the Joint Application of John O'Connell & Sons of Marlborough, Shoe Manufacturers, and their Employees.

Petition filed February 29. Hearing, March 12.

Having received notice of the fact that a strike had occurred in the factory in question, a member of the board, on February 20, went to Marlborough and conferred with the employers and representatives of the workmen, with a view to effecting a settlement. The efforts in this direction resulted in the prompt return of the employees, under an agreement signed February 20, by the firm, that, "after reinstatement, if there is anything in connection with the work that shall require adjustment, to submit the same to the State Board of Arbitration for settlement." Accordingly, on February 29 the petition in this case was filed by the agent of the workmen employed in the finishing department; and afterwards the firm joined in the written application, stating, however, that, to the best of their knowledge

and belief, the men employed by them had no just cause for complaint.

The evidence at the hearing tended to prove that the finishing was let out by contract to one Thomas O'Brien, who himself hired and paid the men; and the counsel for the firm contended it was not competent for the board to inquire into the alleged grievances, on the ground, as alleged, that they concerned men who were in the employ of O'Brien, and not of the firm. This objection might, under different circumstances, have been entitled to more weight than we are disposed to give it in this case; for, on February 20, and subsequently, when joining in a submission of the case to this board, in accordance with the arrangement previously entered into, Mr. O'Connell, senior, raised no objection of this nature, but on the earlier occasion signed an agreement in writing "to reinstate all the finishers who left our employ on February 2." The board thinks that the objection raised by the counsel is not sufficient, under the circumstances, to preclude the board from a decision on the merits of a controversy which has been presented in due form by both sides, with full knowledge of the facts.

The petition sets forth in general terms several matters of grievance, the most substantial being a claim for an increase of wages and improvement of the condition and appliances for doing the work in the finishing department. It appeared in evidence, and was admitted, that since the return of the workmen some changes have been made by the employers, so that no further complaint was made concerning the conditions under which the men were required to perform their work.

On the items of wages in dispute, the board recommends the following as fair prices to be paid in this factory: —

	Cents.
Sanding 60 pairs, men's and boys',	32
Sanding 60 pairs, women's and misses',	25
Sanding 72 pairs, children's,	25
Wetting down 60 pairs, men's, boys', women's and misses',	9
Wetting down 72 pairs, children's,	9
Burnishing shanks, 60 pairs, men's and boy's,	12
Burnishing shanks, 60 pairs, women's and misses',	10
Burnishing shanks, 72 pairs, children's,	10

Other matters referred to as grievances in the written application relate to the refusal of the firm to "recognize" the authorized agent of the employees, ill treatment of the men by the foreman, breach of agreement in regard to hiring "green help," and fear of being discharged without good cause. Some of these matters were not relied upon at the hearing; and, as to the others, we are of the opinion that the facts of the case, as actually presented, do not call for any recommendations by the board.

Result. — The recommendations of the board were promptly accepted and practically applied by all concerned.

Charles M. Holmes — Boston.

On February 27 an application was presented by the lasters in the employ of Charles M. Holmes of Boston, requesting the board to fix a price to be paid for lasting shoes of the style known as the "New Orleans or Kentucky box-toe." The employer had expressed a desire to leave the matter to the decision of the board; but, when asked to join in the application, he made a proposition of settlement which was at once agreed to by the employees, and the controversy came to an end forthwith, without further action by the board.

Sheldon Brothers — Natick.

DECISION.

Boston, April 10, 1888.

In the Matter of the Joint Application of Sheldon Brothers of Natick, Shoe Manufacturers, and their Employees.

Petition filed March 6. Hearing, March 21.

This case presents questions of prices for lasting, nailing and heeling in the manufacture of balmorals for men, boys and youths, — all the work being done by hand. Upon the items submitted, we recommend the following prices for the factory of Sheldon Brothers of Natick: —

	Per pair.
Lasting, nailing and heeling men's balmorals, half-sole or tap-sole, cap or plain toe, 1st grade,	$0.13
Ditto, 2d grade,	.12
Lasting, nailing and heeling boys' and youths' balmorals, half-sole or tap-sole, cap or plain toe, 1st grade,	.11½
Ditto, 2d grade,	.10½

Result. — The recommendations of the board were adopted; but, although the prices fixed were in some particulars higher than were anticipated by the firm, yet they experienced some difficulty for a while in procuring men to do this work who were willing to remain for any length of time in their employ.

Hand-sewers' Strike — Weymouth.

An application was received, March 6, from Henry S. Lyons, representing workmen lately employed in the several factories of Edwin C. Clapp, Strong & Carroll, M. Sheehy & Co., all of East Weymouth, and J. H. &

F. H. Torrey of North Weymouth. They had been engaged in sewing on welts by hand, and sole-stitching. The application stated that "the employees, through a committee, demand an advance of wages, in order to bring the price of hand-sewing and stitching up to the price paid by other firms. The advance was refused, and a strike was the result, which has been in existence since the 2d of January, 1888." The board was requested to "inquire into the cause of the dispute, and advise the respective parties thereto what, if anything, ought to be done or submitted to by either or both to adjust said dispute."

The board, upon inquiry, ascertained that the employers affected by this strike, or, as some termed it, lock-out, were organized, and guided by a firm determination to resist what they considered the unreasonable demands and acts of the Hand-sewers' Union. As the war of organizations was still going on, for arbitration pure and simple there was no place, the disposition which is a prerequisite being absent on both sides, except so far as the application signed by Mr. Lyons might be considered evidence of a more reasonable attitude on the part of the workmen. After careful consideration of all the circumstances, and conferring separately with the parties interested, the board published the following report of the facts, and such recommendations as seemed most applicable to the case: —

REPORT.

Boston, March 24, 1888.

In the Matter of the Application of Henry S. Lyons, Agent for Hand-sewers of Weymouth.

Petition filed March 6.

The board has made careful inquiry into the cause of this controversy, as requested in the terms of the applica-

tion, and for that purpose has conferred informally with the workmen on the one hand, and the employers on the other. In this way the situation has been grasped, and it has been deemed inexpedient to give a public hearing in this case, as, under the circumstances, it would not in any event be likely to subserve any good purpose, and would not materially add to the information already obtained.

The board finds, that, on Jan. 2, 1888, the workmen interested in this application, who were employed in sewing on welts by hand, acting in concert, their claim for an increase of wages having been refused, left their work and entered upon a strike, which has continued to this day. The factories affected were those of Edwin C. Clapp, Strong & Carroll, M. Sheehy & Co., of East Weymouth, and J. H. & F. H. Torrey of North Weymouth. In the meantime the manufacturers have hired other workmen to take the places of those who had left, nearly sufficient in number for their business. On the other hand, a large number of the workmen who had left have found employment elsewhere.

It is to be regretted that this controversy, involving a disturbance of business on the one side and a loss of wages on the other, affecting the general welfare of the town, should have continued for so long a period without being submitted to an impartial tribunal, for a settlement that would be fair to all parties concerned. Notwithstanding, however, the present condition of affairs in Weymouth, the board is of the opinion that there is still opportunity for restoration of more harmonious relations between the manufacturers and their former employees; and, with this end in view, we make the following recommendations: —

First. That the workmen, acting through the agency

of their organization, or in such other way as may seem best, promptly declare the strike ended, and notify their former employers of their readiness to return to work, in compliance with the recommendation of the State Board.

Second. That the employers reinstate, without prejudice, as many of the men employed by them respectively, at the beginning of the controversy, as the requirements of their business will permit.

The board is confident, that, if these recommendations are received and adopted in a conciliatory spirit by both sides, the benefit will be easily perceived and appreciated, — not only by those directly involved, but by the whole community in which they dwell.

Result. — On March 25, at a meeting of the Weymouth Assembly of the Hand-sewers' Union, the board's report being under consideration, it was voted to "most respectfully reject its recommendations." This hasty and ill-advised action was, however, reconsidered; on April 4 the strike was declared off, and the workmen were taken back from time to time as they were needed in their former workshops.

Harney Brothers — Lynn.

The application in this case was filed by the firm on March 22, and alleged that the cutters lately in the firm's employ demanded an increase of wages on two grades of shoes, and refused "to work by the week at $17, the uniform price in Lynn."

The board at once put itself in communication with the striking employees, and an agreement was arrived at, in accordance with which the men returned to work at piece prices, the question of a price by the week being kept

open for further consideration. On April 10, nothing having occurred in the meantime to attract attention to the case, the board was advised by the firm, that, although they were not wholly satisfied with the degree of attention that had been given by the Cutters' Union to the matter of the firm's request for a price by the week, nevertheless, they thought that matters could be satisfactorily arranged by the parties, without troubling the board further. The application was accordingly placed on file without further action by the board.

Emerson, Weeks & Co. — Brockton.

DECISION.

Boston, May 11, 1888.

In the Matter of the Application of Edward C. Smith and Edward J. Brady, representing Employees of Emerson, Weeks & Co., Shoe Manufacturers, of Brockton.

Petition filed March 30. Hearing, April 19.

This application proceeds from the workmen who are employed as lasters in the factory of Emerson, Weeks & Co., at Brockton, and embodies a complaint that the prices now paid by said firm are too low, and lower than the prices paid in other factories in Brockton for similar work.

The board has fully investigated the complaint, and in the progress of the inquiry visited the factory in question. The firm, as well as the workmen, have had full opportunity to make such statements as they desired; and, although not joining in the written application, the firm promptly responded to the request of the board for information concerning the quality of the goods made, the selling price, etc., and cheerfully afforded every facility for pursuing the investigation.

As the result of our inquiry, we recommend that the following prices be paid by Emerson, Weeks & Co. for lasting men's, boys' and youths' calf or dongola shoes of a cheap grade, selling at a price under $1.37\frac{1}{2}$, and designated in this factory by a yellow tag: —

	Per pair.
Calf or dongola shoe, plain toe,	$0.05
" " " hard box, extra,	.00¾
" " " tip and box, extra,	.01¼
" " " putting on outside tap, extra,	.00½
Laying soles, per case 24 pairs,	.26

Result. — The recommendations were promptly accepted and put in force by all parties concerned.

New England Piano Company — Boston.

An application was received, on April 2, from Thomas B. Dardis, agent of striking employees of the New England Piano Company of Boston, alleging that, "on the 19th of February, 1888, the workmen employed as rubbers left their work, because the wages were too low. The varnishers and polishers were afterwards included in the same controversy, and have not since been employed by said company." The advice of the board being desired, an interview was had with the superintendent of the company, who respectfully declined to join in the application, for the reason that he was quite satisfied with the situation, and did not see that the services of the board were needed. After further conference with the petitioner, and with his approval, the board decided to take no further action, as the case then stood. Nothing else has since occurred to attract the attention of the board to the matter.

J. W. Ingalls & Son — Lynn.

REPORT.

Boston, April 12, 1888.

In the Matter of the Application of J. W. Ingalls & Son of Lynn, Shoe Manufacturers.

Petition filed April 6. Hearing, April 11.

On April 2, before this application was received, a strike occurred in the finishing department of the factory of J. W. Ingalls & Son of Lynn; and a few days afterwards, in consequence of the strike, all the other employees, about two hundred in number, were thrown out of employment. The firm offered, and was willing from the beginning, to submit all matters in dispute to this board; but the channellers or finishers, with whom the trouble orginated, not only refused all overtures of this kind proceeding from their employers, but have declined to respond to the attempts made by this board to effect an amicable settlement. The usual public notice having been given, a hearing was had at Lynn, and the board finds the following facts: —

On Oct. 29, 1887, upon the joint application of this firm and the channellers in its employ, who were represented by one Michael Healey as their agent, this board rendered a decision upon the prices to be paid in this factory for channelling and bottom finishing. The prices recommended were materially higher than had previously been paid in this shop, but were accepted and adopted by the firm and the workmen interested. The law of the State provides that such a decision "shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same

at the expiration of sixty days therefrom." Before the prescribed time, six months, had elapsed, a demand for higher wages was presented by Michael Healey, assuming to act for the workmen, who were legally bound by the decision; and, the demand being refused, the strike occurred, as above stated. It appears that some changes were contemplated in the work of the factory, which might or might not have made it necessary to revise the price-lists in vogue; but it is difficult to understand why the channellers should have moved in the matter, for all the changes tended toward an increase of work of the cheaper grades, and the introduction of work still cheaper than that for which their prices were made.

It remains for the board to take notice of an attempt by the agent who represented the channellers in the former proceeding, to annul the board's decision by giving the notice provided by the statute quoted above. The only evidence that has come to us on this point is, that, on or about Nov. 11, 1887, the firm received through the post-office a letter, of which the following is a copy: —

J. W. Ingalls & Son. Lynn, Nov. 11, 1887.

Sirs: — The decision of the State Board of Arbitration in relation to prices paid for channelling in your factory is not satisfactory to the men employed by you in said department; and, as the rules governing cases referred to said State board require it, I, in behalf of said employees, hereby notify you that they will not be bound by said decision after the expiration of the sixty days called for by said rules.

Yours, etc.,

Michael Healey, *Secretary.*

92 Munroe Street.

Both members of the firm testified that none of the channellers employed by them had complained of the

prices fixed by the board, or said anything about annulling the decision. On the contrary, the firm said that the men who worked for them in the department in question were fully satisfied. Michael Healey, whose name is affixed to the notice received by the firm, was not employed by the firm in any capacity: and although he assumes to give the notice "in behalf of said employees," no evidence whatever is forthcoming of his authority to take so important a step for them; and, on the other hand, there is good reason to believe that the channellers were in fact satisfied with their position. Certainly, a notice of this kind proceeding from a secretary of a labor organization ought not of itself to be considered sufficient to alter the legal relations of the parties under the decision referred to. It should clearly appear that the notice emanated from a "party" to the proceedings before this board. In this case that party would be the channellers themselves, and not their former agent, whose authority in the case terminated with the rendering of the decision.

The application in this case states that a controversy exists with the lasters as well as the channellers. The agent of the lasters declines, under the circumstances, to take part in the proceedings. His statement, made to the board in writing, is as follows: —

"While we were in consultation with Messrs. Ingalls & Son, the channellers went on a strike; and very soon thereafter, a day or two later, the lasters were laid 'off,' — not on account of any trouble between Mr. Ingalls and our organization, but because the closing of one department made it advisable to close others."

So far as the application relates to the lasters, the board has no comment to make, believing that their

matters will be adjusted if the trouble in the channelling department is once disposed of.

Under these circumstances, the board is of the opinion that the decision rendered Oct. 29, 1887, is still in force between the firm and the channellers, and that Michael Healey, by his unreasonable and apparently unwarranted acts in the premises, is mainly responsible for the strike which occurred on April 2, by reason of which the workmen employed in the finishing and other departments of this factory have been wrongfully deprived of an opportunity to pursue their calling. We hope that the workmen lately employed in this factory will return to their places, and that, if any differences arise that are not susceptible of adjustment by the parties themselves, they will be submitted to arbitration, either to a local board to be selected by the parties, or to the State board, as has heretofore been practised in Lynn with benefit to all concerned.

But if for any reason a different course should be taken, and, after reasonable notice to their former employees, they should neglect or refuse to return to work, the firm will be fully justified in hiring other workmen wherever they can be found. And, under such circumstances, should the necessity arise, we appeal to the law-abiding and fair-minded people of Lynn, whether manufacturers or workmen, that they give to the firm of J. W. Ingalls & Son, and to those workmen who may hereafter be employed by them, moral support and active co-operation, to the end that their business may be resumed, and hundreds now in enforced idleness be allowed to resume work and earn an honest livelihood.

Result. — On April 16 the firm reported that they had complied with the board's recommendations; "and, as a result, all departments of our factory are to-day in run-

ning order; the employees in the channelling as well as all other departments having resumed work." It was at the same time understood that new prices for channelling were to be subsequently agreed upon, to take effect as soon as the decision of the board then in force should cease to be operative, under the limitation fixed by law.

Henry C. Mears — Lynn.

DECISION.

Boston, June 19, 1888.

In the Matter of the Joint Application of Henry C. Mears of Lynn, and his Employees, represented by James F. Carr.

Petition filed April 4, 1888. Hearing, April 13, 16.

The employer in this case, being engaged in the business of stitching uppers of boots and shoes, desired "that his work be graded in three grades, and fair prices be determined for each grade." He also contended that the prices existing at present in his shop prevented his doing the work of the cheap grade, by reason of being higher than what others were paying for this class of work.

The employees, acting through their representative, claimed that the prices paid were only such "as are being paid by other firms who make the same kind of shoe," and objected to any change in prices; but they expressed their willingness to have the State board grade the work, and fix prices on different grades.

From the foregoing, it will appear that by the terms of the application the board was called upon to establish and define grades, and to determine prices for each grade that would be fair and uniform, and with particular reference to the cheapest grade, so that the employer would be able to do this work in his shop.

In accordance with the request of both parties to this application, the board has endeavored throughout to keep in mind the probable effect of its decision upon the business interests of the city of Lynn, as well as to guard the just claims of those who do the work to which this case refers, — the stitching of uppers. In other words, both parties desired that the decision should be such, both in form and in details, that it could be applied generally in determining prices to be paid throughout the city for stitching. This request was reiterated by many manufacturers not parties to the case; and, before proceeding far, the board became convinced that the case ought to be regarded as applying generally to the stitching business of Lynn.

Many interviews were had with manufacturers, with stitching contractors, and with women and girls who do the work; and, with their assistance and co-operation, the board took the first step towards a decision by defining three grades of work, and preparing samples of each grade, which are intended to represent the work upon which a price-list was to be based. The board has not only ascertained to a considerable extent the prices now paid in the various factories and stitching-rooms of Lynn, but has sought and obtained in writing the views of manufacturers, stitching contractors and operators, on the question what, in their opinion, would be fair prices to all concerned on the several items of the three grades adopted by the board for the work to be done, according to samples prepared under the direction of the board. It should be clearly understood that all deviations in quality or amount of work from the standards established by the samples prepared by the board, and all extras and matters of detail not covered by this decision, are to be adjusted by the parties interested in a manner satisfactory to all

concerned. Returns were received from twenty-three manufacturers, nearly all of Lynn, from fifteen stitching contractors and eighteen operators. By the aid of the facts and estimates thus obtained, and much other laborious investigation, the board has agreed upon the accompanying price-list; and the same is hereby recommended for general use, so far as it is applicable, or can with advantage to both employer and employee be made applicable, to the work required in the several factories of Lynn. As before stated, should any doubt arise as to what is required by the terms of the price-list, the board's samples, plainly marked and accessible to all, can be referred to, and will show exactly what kind and amount of work is contemplated by the board.

The grades are defined thus: —

1st Grade. All outside stitching to be done with silk, according to sample.

2d Grade. Outsides to be stitched partly with silk and partly with cotton, according to sample; or with cotton only, the work to be of a fine quality, according to sample.

3d Grade. All cotton, cheap quality of work, according to sample.

Full sets of samples may be seen at the rooms of the board, No. 13 Beacon Street, Boston; at the office of the city clerk in Lynn; and at the rooms of the Stitchers' Union in Lynn.

It would obviously be unreasonable to expect that a price-list prepared under the circumstances of this case would be free from errors, and perfect in every particular. With the most earnest desire to attain absolutely correct results, the board is fully aware that such results are not often reached by human tribunals; but it is reasonably certain that a trial of the list for six months will develop any mistakes that may have been made, and the board

will then cheerfully reconsider the whole or any part of the decision, for the purpose of making any needed corrections.

In view of the fact that the decision affects the earnings of some three thousand female employees and the interests of nearly two hundred manufacturers, involving consideration of a matter of importance to the general welfare of Lynn, the board has been impressed, from the beginning, with the great responsibility which this application has imposed upon it. With these remarks and explanations, we commend the result of our labors to the thoughtful consideration of all who are interested in stitching work in Lynn, whether as employers or employees.

PRICE-LIST FOR STITCHING UPPERS OF LEATHER BUTTON BOOTS, JUNE, 1888.

		GRADE.		
		1.	2.	3.
		Per Case of 60 Pairs.		
1	Closing,	$0 24	$0 20	$0 15
2	Closing foxed boot, not including foxing,	22	18	14
3	Closing foxed boot, after foxings are closed on side,	24	22	16
4	Rubbing seams by hand,	15	12	10
5	Rubbing seams by machine,	12	10	8
6	Rubbing seams by hand on foxed boot, not including foxings,	15	12	10
7	Rubbing seams by machine on foxed boot, not including foxings,	12	10	8
8	Staying heels, plain,	24	20	15
9	Staying heels, plain, 2-needle machine,	*14	12	*8
10	Staying fronts, plain,	28	24	18
11	Staying fronts, plain, 2-needle machine,	*16	*14	*10
12	Staying Rochester stay (on heel),	48	42	30
13	Staying overlap fronts,	32	30	24
14	Staying overlap fronts, 2-needle machine,	*18	*16	*14

* See supplementary decision (*post*) for a revision of these prices.

PRICE-LIST FOR STITCHING UPPERS OF LEATHER BUTTON BOOTS, JUNE, 1888—Continued.

		GRADE.		
		1.	2.	3.
		Per Case of 60 Pairs.		
15	Folding quarters on machine, not including button-piece,	$0 22	$0 20	$0 15
16	Folding points and button-piece by hand,	45	40	35
17	Folding whole quarters by machine, including button-piece,	45	40	35
18	Folding vamps by machine,	22	20	15
19	Skiving button-pieces and quarters by machine,	25	20	20
20	Skiving vamps by machine,	18	15	12
21	Closing on, plain top and plain button-piece,	50	45	40
22	Closing on, plain top and scalloped button-piece, not exceeding 11 scallops,	55	50	45
23	Closing on, scalloped top and scalloped button-piece, not exceeding 8 scallops on top and 11 scallops on button-piece,	70	65	60
24	Turning, plain top and plain button-piece,	50	45	40
25	Turning, plain top and scalloped button-piece, not exceeding 11 scallops,	55	50	45
26	Turning, scalloped top and scalloped button-piece, not exceeding 8 scallops on top and 11 scallops on button-piece,	70	65	60
27	Top-stitching, plain top and plain button-piece,	45	40	35
28	Top-stitching, plain top and scalloped button-piece, not exceeding 11 scallops,	50	45	40
29	Top-stitching, scalloped top and scalloped button-piece, not exceeding 8 scallops on top and 11 scallops on button-piece,	60	55	50
30	Cutting button-holes,	15	12	10
31	Working button-holes, Reece machine, per 100,	6	*5	5
32	Working button-holes, Singer machine, per 100,	8½	8	7
33	Working button-holes, double Reece machine, per 100,	5	*4	4
34	Working button-holes, double Singer machine, per 100,	7	6	5

* See supplementary decision (*post*) for a revision of these prices.

PRICE-LIST FOR STITCHING UPPERS OF LEATHER BUTTON BOOTS, JUNE, 1888 — Continued.

		GRADE.		
		1.	2.	3.
		Per case of 60 Pairs.		
35	Finishing button-holes by hand and snapping ends: First and second grades, 4 stitches; third grade, 3 stitches; per 100,	$0 6	$0 5	$0 5
36	Finishing button-holes by hand and pulling ends through; First and second grades, 4 stitches; third grade, 3 stitches; per 100,	7	6	5
37	Finishing button-holes by machine, not exceeding 1,320 button-holes per case, and trimming ends,	25	20	*15
38	Cording button-holes, whole cord, not exceeding 1,320 button-holes per case,	50	45	*35
39	Cording button-holes, waved, not exceeding 1,320 button-holes per case,	30	25	20
40	Cording button-holes to points, not exceeding 1,320 button-holes per case,	35	30	25
41	Stopping at ends, each end, extra,	3	3	3
42	Vamping, plain,	65	55	45
43	Vamping, square,	75	65	50
44	Vamping, pressed,	75	65	50
45	Vamping, overlap,	1 25	1 10	*75
46	Vamping, scalloped, 2 rows in scallop, not exceeding 19 scallops,	1 65	1 50	1 20
47	Vamping, scalloped, 1 row in scallop, 1 row straight, not exceeding 19 scallops,	95	90	75
48	Vamping, lining held back one side, extra,	5	5	5
49	Vamping, lining held back two sides, extra,	10	8	8
50	Vamping, middle lining held in, extra,	15	10	10
51	Trimming for vampers,	15	15	12
52	Marking for buttoner, by hand, not exceeding 1,320 button-holes per case,	15	15	12
53	Marking for buttoner, by machine, not exceeding 1,320 button-holes per case,	12	12	10
54	Sewing on buttons by hand, and barring button-piece, per 100,	7	7	6
55	Sewing on buttons by machine, per 100,	2	1½	1½
56	Barring button-pieces, and fastening lowest button after machine,	20	20	14

* See supplementary decision (*post*) for a revision of these prices.

PRICE-LIST FOR STITCHING UPPERS OF LEATHER BUTTON BOOTS, JUNE, 1888 — Concluded.

		GRADE.		
		1.	2.	3.
		Per Case of 60 Pairs.		
57	Blacking edges of button-pieces, . .	$0 13	$0 10	$0 10
58	Making linings, plain, as follows: Closing; putting on button-stay inside, web-stay on heel (except in third grade), and top stay; piecing top-stay and fly-lining, ...	65	60	40
59	Stitching scalloped foxing on quarters, 2 rows in scallop, not exceeding 19 scallops, ...	1 20	1 10	85
60	Stitching scalloped foxing on quarters, 1 row scalloped, 1 row straight, not exceeding 19 scallops, . . .	90	85	65
61	Foxings closed on side, . . .	18	15	14
62	Rubbing seams, by hand, of foxings closed on side, ...	12	12	10
63	Rubbing seams, by machine, of foxings closed on side, ...	10	10	8
64	Foxings stayed on side, . . .	40	35	25
65	Foxings turned back on side and barred,	30	25	20
66	Closing heel foxings, separate, . .	6	5	5
67	Staying heel foxings, separate, . .	12	9	8
68	Plain foxings stitched on quarters, .	45	40	30
69	Pressed foxings stitched on quarters, .	50	45	35

Price-List Revised.

Immediately upon the publication of the foregoing price-list, the board was notified that, in respect of some items, the stitchers were apprehensive that there was serious error in the board's findings; and, an application being made for a re-opening of the case, public notice was given, and the following supplementary decision was rendered on July 30: —

In the Matter of the Joint Application of Henry C. Mears of Lynn, and his Employees; and the Petition of James F. Carr, Agent, for a Re-opening of said Case.

The decision of the board upon the matters presented by the original joint application was rendered June 19, 1888; but, before the price-list recommended by the board had been formally adopted or practically applied by any one, a petition was received from the agent of the employees, who is also the representative of many stitchers employed in other shops in Lynn, stating that certain specified items in the board's list, if applied to shops other than that of Mr. Mears, called for too great a reduction from the prices now being paid, and requesting that the case be re-opened for further consideration and correction of the items referred to.

Public notice being given in the newspapers of Lynn, the board met at the city hall in Lynn on July 9, and afterwards on July 13, "to hear all persons interested in the premises." It appeared that Mr. Mears had withdrawn from business since the original application was filed, and before the decision was rendered, and, consequently, he had no more interest in the decision, as rendered, than any other manufacturer, or employer of stitchers. In considering the applicability of the decision to other stitching-rooms in Lynn, changes were suggested both by employers and employees who were present at the hearing; and, after listening to all who wished to be heard, the board took into consideration all the matters presented, and now, after due deliberation, reports as follows: —

The following items of the decision rendered June 19, 1888, are hereby revised, and should read as follows: —

NO.		GRADES. 1	2	3
9.	Staying heels, plain, 2-needle machine, .	$0.15	$0.12	$0.09
11.	Staying fronts, plain, 2-needle machine, .	.17	.15	.11
14.	Staying overlap fronts, 2-needle machine,	.20	.18	.15
31.	Working button-holes, Reece machine, per 100, ...	.06	.06	.05
33.	Working button-holes, double Reece machine, per 100, ...	.05	.05	.04
37.	Finishing button-holes by machine, not exceeding 1,320 button-holes per case, and trimming ends, ...	.25	.20	.18
38.	Cording button-holes, whole cord, not exceeding 1,320 button-holes per case, .	.50	.45	.40
45.	Vamping, overlap, ...	1.25	1.10	.85

Result. — It should be borne in mind that the decision did not in terms apply to any particular shop or stitching-room. Certain standards being fixed, prices were made according to those standards, with the hope and expectation that the prices recommended by the board, taken together and in relation to each other, would prove to be fairer than the prices then prevailing in Lynn. The attempt to make a price-list for general application, according to the request of both parties to the case, was attended by great labor, and an ever-present, not to say oppressive, sense of responsibility. By reason of the peculiar nature of the case and the form of the decision, the extent to which the recommendations of the board have been accepted and applied, either by employers or employed, cannot be definitely stated; but, according to the best information in the possession of the board, the price-list recommended has been frequently used and referred to in making up price-lists for stitching, as well in Lynn as elsewhere.

D. E. Cross & Co. — Lynn.

Early in April a controversy arose in the factory of D. E. Cross & Co. of Lynn, concerning the wages of lasters. On April 11 the firm consented conditionally to adopt the price-list offered by the Union, which was an advance on former prices; and signed a writing, of which the following is a copy: —

Lynn, Mass., April 11, 1888.

To the Advisory Board, Lynn L. P. U.

We have this day accepted your price-list, bearing date of April 9, 1888, under the following conditions: Said price-list not to go into effect until May 1, 1888; and if at any time previous thereto we desire to refer this matter to the State Board of Arbitration, and should do so, and, after said State Board shall have investigated and made a report of its findings, if it shall appear that said board's decision is more favorable to us than the price-list this day adopted, we shall consider ourselves under no obligation to pay the price-list of the L. P. U.

D. E. Cross & Co.

On April 13 the firm presented an application to the board, stating that "the lasters in the employ of the firm have, through their agent, demanded an increase of wages for lasting. The firm says that the business will not allow of any increase."

The advice of the board was sought, and an interview was had with the agent of the employees concerned. The employees did not join in the application, for the alleged reason that the application called for a new grading or classification of work; and, while the matter was of trifling importance as it directly affected this shop, yet

a decision of the board might affect unfavorably other establishments in Lynn that employed a larger number of men.

At the hearing, C. E. Perkins, agent of the Lasters' Protective Union, appeared, questioned the members of the firm who were present, and argued the case on the merits from the side of the employees. When the hearing was resumed, after adjournment, Mr. Perkins stated that two members of the advisory board of the Union had been present with him at the hearing in the forenoon; that he had seen five of the seven members of that board; and that, although he could not say so "officially," he had no doubt that the decision of the board would be accepted by them.

With the aid thus furnished by both parties to the controversy, and by inquiries pursued in factories where similar work was done, the board, on May 9, rendered the following decision: —

DECISION.

In the Matter of the Application of D. E. Cross & Co., Shoe Manufacturers, of Lynn.

PETITION FILED APRIL 13, 1888. HEARING, APRIL 23.

The employees interested in this application are the lasters. They have not joined in the written application, but were represented at the hearing, and both sides have been fully heard.

The board recommends that, in the factory in question, the following prices be paid for lasting, exclusive of sole-laying, and in other respects as the work is now done in said factory: —

	Per pair.
French kid button boot, plain toe,	$0.05½
American kid button boot, plain toe, rights and lefts,	.05
American kid button boot, plain toe, straight,	.04½
Goat, grain or sheep, plain toe, rights and lefts,	.04
Goat, grain or sheep, plain toe, straight,	.04
Samples,	.08
For lots of less than 6 pairs, extra,	.01

The foregoing prices are to take effect from this date.

Result. — On May 1, before the above decision was rendered, the agent of the Lasters' Protective Union called upon the firm, and requested that they put in force the price-list that had been presented by the Union. This demand was founded upon the firm's letter of April 11, printed above, and was now urged, notwithstanding the proceedings still pending before this board. The demand of the Union not being acceded to, the lasters struck, and remained out until the decision of the board was rendered. Thereupon the prices recommended by the board were posted in the shop by the firm, and the lasters returned to work. After working a day or two, the representatives of the Union went to the shop and said that the Union had decided not to accept the price-list recommended by the State Board. Thereupon the lasters again left their benches.

The firm then advertised for lasters, and, with difficulty and against great opposition, succeeded at last in obtaining the help necessary for the operations of their factory.

Samuel F. Crosman — Beverly.

On April 18 a strike on the part of the overlap stitchers occurred in the stitching-room of Samuel F. Crosman of Beverly. The complaint was, that this employer was

paying less for overlap vamping than any other manufacturer in Beverly, yet sought to have a further reduction.

After a conference of the parties, in the presence of the board, on the 20th, it was agreed that the stitchers should return to work, and present prices continue until the board should have rendered its decision in the case presented by Henry C. Mears and his employees.

Patrick P. Sherry — Lynn.

REPORT.

Boston, June 7, 1888.

In the Matter of the Application of Patrick P. Sherry of Lynn.

Petition filed May 21, 1888. Hearing, June 1.

The petitioner is engaged in the business of manufacturing shoes, and complains that a strike has actually occurred in his factory in Lynn, without fault on his part; and asks this board to investigate the cause of the disturbance, and ascertain and make known who is mainly responsible or blameworthy for the existence or continuance of the same.

Upon receipt of the application, the board at first attempted by mediation to effect an amicable settlement; but, failing in this, and the representatives of the workmen directly involved in this strike having declined to join in submitting the case to the decision of the board, a public notice was given, and a hearing had at Lynn.

It appeared in evidence, and the board finds, that in January, 1887, Mr. Sherry made some changes in his method of doing business which were distasteful to the members of the Lasters' Union then employed by him, and they thereupon ceased to work for him. Since that

time he has employed lasters without any reference to the Union, but the prices paid by him in some other departments of his factory were fixed and agreed upon from time to time between the employer and representatives of the several unions in Lynn. Early in the present year, price-lists for cutting and heeling were agreed to in this manner, and, by the terms of the agreement, were to remain in force until Jan. 1, 1889.

During the time between January, 1887, and May 4, 1888, no dispute arose in the factory, and no complaint was made to the employer about the prices paid, or the amount or the kind of work required. On the day last mentioned Mr. Sherry was called upon by representatives of the several unions other than the Lasters' Union, and the request was made that he discharge the lasters then in his employ, and reinstate those who had left him more than a year before. He declined to do so; and, after some further talk at different times on the subject, without result, the same request was repeated on or about May 17. Upon a second refusal being given, the strike occurred on the day next following, and has continued ever since, with serious consequences to the entire business.

Upon all the facts disclosed by the inquiry made in this case, we find that the refusal of the employer to discharge certain of his men was made the occasion or pretext for this strike; and we are of the opinion that the workmen who took part in the strike did so without any just cause, and are, in the language of the law, "mainly responsible or blameworthy" for the existence of the same.

We hope that the workmen who were in the employ of Mr. Sherry on May 18 will return at once to their former places, and that the employer will receive them without

prejudice. In this way we trust that the former amicable relations will be restored, and continued for the mutual benefit of all concerned.

Result. — Immediately upon receipt of the board's findings in the case, Mr. Sherry notified his old hands that he would receive back into their former places all who might apply before a certain time named in the notice; and that after that time he should proceed to fill up his factory with new workmen. Some of the former employees returned, others were hired from time to time, and the business of the factory has since been conducted on terms mutually acceptable to employer and employees, but not approved of by the Lasters' Union.

Glasgow Company — South Hadley.

The weavers employed by the Glasgow Company of South Hadley struck, on July 13, against a reduction of wages in their department. On the 16th the board communicated with the treasurer of the mill and with the workmen directly interested, who had no organization, and were approached with some difficulty, by reason of the fact that they were, for the most part, Germans, and unable to speak English. Some had already returned to work, and others expressed their intention to take a similar course. The treasurer was confident that the difficulty was rapidly settling itself, that fair wages were paid the weavers, and all that the business would warrant, although not so much as was paid by some other mills, making a different kind of product. After receiving such advice as the board could offer, some of the disaffected weavers signed a paper authorizing an agent to make formal application in their behalf to the State board; but, since

a sufficient number of signatures could not be obtained to answer the requirements of the law, and for other reasons, the attempt to call in the board on a formal application was abandoned. Nothing afterwards occurred to attract the notice of the board to the matter.

Sutton's Mills — North Andover.

On July 29 Sutton's Mills, North Andover, were shut down by reason of the withdrawal of the weavers, about thirty in number, who refused to accept a proposed reduction in their wages. In the weaving of tricot a smaller sum per cut was offered, and each weaver was required to run two looms instead of one, as was formerly done. The board intervened on July 11, had interviews with some of the disaffected weavers, also with the proprietor of the mills.

It was ascertained that the relations between the proprietor of the mills and the employees had always been harmonious, and there was good reason to believe that the weavers would agree to a reasonable reduction. Upon further consideration of all the circumstances, the mill was re-opened in a few days afterwards, and the employees resumed work at rates somewhat less than had been paid previously, but with some concessions from the management.

Arlington Mills — Lawrence.

On July 31 a strike occurred on the part of some of the weavers employed in the Arlington Mills of Lawrence, numbering from two hundred to three hundred,

the grievance being a recent reduction of wages, and excessive fines. On August 4 the board, having learned that a general strike in the mill was apprehended, proceeded of its own motion to the scene of the controversy; and, as a result of the conference with the striking employees, the latter voted unanimously to make application to the State Board for advice and guidance. A petition was accordingly signed and filed with the board, on August 6, alleging that "the wages paid for weaving white three-harness twill-work are too low, and that the employees claim that they are entitled to an advance. Furthermore, the fines imposed for work alleged to be imperfect are oppressive."

The treasurer of the corporation, when called upon by the board, stated that a change had recently been made, on some of the looms, from striped goods to plain goods, and that the disaffected weavers found that they could not earn so much as they formerly did on fancy goods. He felt aggrieved that the employees should have struck while he was absent and out of the State, but said that, if they thought it best to return under the advice of the State Board, they should be received back into their former positions, without prejudice; that then he would personally examine into the matters complained of, and what appeared to be right, under all the circumstances, should be done.

After another conference with the board, the striking employees voted to return to work on April 9, which they did accordingly. Subsequently concessions were made by the management that proved to be entirely satisfactory to the weavers.

Palmer Carpet Company — Palmer.

On August 11 the weavers, twenty-one in number, employed by the Palmer Carpet Company of Palmer, struck for an increase of wages, and at the same time demanded the reinstatement of one of their associates who had been discharged.

The board interposed on August 24; but both parties appeared firm, and indisposed to make any concessions for the purpose of arriving at a settlement of the dispute. Matters remained thus until September 4, when the board renewed its attempt to effect a settlement, and for that purpose notified both parties of its intention to proceed to Palmer on the 6th, and make further inquiry into the subject-matter of the controversy.

On the 5th, however, a settlement was made by the parties, the weavers desisting from their demand for the reinstatement of the discharged man, and the company granting the desired increase of wages.

The object aimed at by the board having been effected, no further action was deemed necessary.

N. R. Packard & Co. — Brockton.

On September 8 a strike of the lasters, twenty-seven in number, occurred in the factory of N. R. Packard & Co. of Brockton, caused by a notice from the firm of a reduction of thirty cents per case for lasting a calf shoe with cap and box.

The firm also declined to pay for the work of pasting the cap and toe of the vamp, as was required of their lasters, the price which, according to the price-list, was due for a soft box.

The board intervened on September 12, and had separate interviews with the firm and the agent of the lasters; on the 14th the workmen returned to their benches; and, after further consideration and consultation with the board, the firm withdrew its claim for a reduced price on the item of the calf shoe. Both parties agreed that work should be resumed and go on as usual, and to leave it to this board to decide whether anything additional was fairly due for pasting the cap and toe of the vamp in the manner required in this shop. Accordingly, the board took the case under advisement, and, on September 27, forwarded to the parties in interest the following statement of the board's conclusions: —

DECISION.

In accordance with the arrangement made through the instrumentality of the board, under which the lasters who had struck resumed work on September 14, to await the result of our investigation, the board has made careful inquiry in thirty-nine factories in Brockton and Campello, and in none of these factories are the lasters required to paste the cap and toe of the vamp, as is done in your factory. Furthermore, we do not learn of any other factory in Brockton or Campello which requires this work of the lasters. It naturally follows, that, if the firm still wishes to have the work done as at present in this factory, a fair allowance ought to be made for the pasting, which is not required in other factories. No opinion is here expressed concerning what would be a fair allowance, because that question has not been presented to the board on either side. The firm may, perhaps, choose to discontinue the pasting of the cap and toe, rather than pay anything for it; or, perhaps, by some other means this part of the work may be done

before it comes to the lasters. In any event, it is hoped that the existing harmony may not be disturbed, and that an arrangement may be made that will be fair and acceptable to all concerned.

Result. — Since this decision was rendered, nothing further has occurred to attract the attention of the board to the subject-matter of the dispute.

Keene Brothers — Lynn.

REPORT.

Boston, Sept. 29, 1888.

In the Matter of the Application of Keene Brothers, Shoe Manufacturers, of Lynn.

Petition filed Sept. 18. Hearing, Sept. 26.

It appears, from the statements contained in the petition and repeated at the public hearing, that, before the time of presenting the application in this case, a strike on the part of the cutters had occurred in the Lynn factory of Keene Brothers. Accordingly, the application must be considered as made under section 5 of chapter 269 of the Acts of 1887, which provides that in such cases the board shall put itself in communication as soon as may be with the parties to the controversy, and endeavor by mediation to effect an amicable settlement. The attempts of the board to bring the parties together having proved unsuccessful, the board, after due notice, gave a public hearing in Lynn, for the purpose of investigating "the cause or causes of the controversy, and to ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same." At the appointed time and place no one appeared, excepting the members of the petitioning firm

and their attorney. The cutters took no part in any of the proceedings.

It appears that the cause of the strike was the adoption by the firm of a new method of hiring cutters for cheap work. They proposed to pay "fifteen dollars a week by the year, guaranteeing forty weeks' work, except in case of strike, unforeseen accident, death, panic, or the employee discontinuing work, or discharged for proper cause; the firm to have the option of discontinuing the same by paying at the rate of seventeen dollars a week instead of fifteen dollars, for the time worked, total not to exceed six hundred dollars in amount." Other details of the proposed change were submitted by the firm; and it was earnestly contended, that, if this plan were adopted, the present shoe business of Lynn could be retained, and that much of the business which has left Lynn, and is now carried on in the country, can be brought back. The firm also contend, that, although the price per week offered by them is two dollars less than the prevailing price in Lynn, nevertheless the cutters would be able to earn more in a year than they do now, by reason of more steady employment.

The board is asked to give its opinion of the proposed change, and say whether it is a good one or not; and, if the plan proposed does not appear to be a good one, to suggest a plan to be adopted in place of it. This part of the application is made under a misapprehension concerning the duties and powers of this board. It should be borne in mind that the object for which this board was created is "the settlement of differences between employers and their employees." Here there are no employees, for the reason that the firm are unable to persuade the cutters lately in their employ to work for them under the proposed arrangement. And, in point of fact, the

strike was caused by the adoption of the new plan. If the belief expressed by the firm is well founded, — to wit, that the acceptance of their plan will result in more work for Lynn workmen, more continuous employment and increased yearly earnings, — there ought to be no great difficulty in hiring men in the manner proposed; but it must be a voluntary arrangement on both sides, and must appear to be mutually advantageous, and fully understood by all parties concerned. It might be objected that the cutters ought not to be asked to submit to a temporary cut-down, although with the promise of ultimate advantages, unless the employees in other departments can be persuaded to come in under a similar arrangement.

Any expression of approval by this board would not be likely to induce men to enter into a contract which they do not perceive to be advantageous to them; and we do not think that the influence of this board can properly be exerted for such a purpose, at least in a proceeding to which they are not parties, and in a matter affecting their weekly wages.

It is unnecessary to say that any practicable scheme for increasing the business of Lynn and enabling employers and workmen to secure greater benefits than they now enjoy is worthy of thoughtful consideration by those immediately interested, and will secure the co-operation of this board so far as it is proper for the board to take any action in the premises. In the case here presented we do not feel at liberty to express approval or disapproval of the plan proposed, for the reasons already given.

Result. — Nothing further was done by the petitioner towards a trial of the plan proposed by him in this case, and the strike was ended by an agreement entered into by the parties interested.

Stafford Mills — Fall River.

Having learned that a strike had occurred in Fall River, on the part of the spinners and weavers employed in the Stafford Mills, the board, on September 25, proceeded to that city for the purpose of inquiring into the cause of the controversy, and, if possible, to effect a settlement.

It appeared that on Monday, September 17, the weather was unseasonably hot, and the spinning was bad. The spinners complained of bad cotton, of too much twist in the yarn, and that the speed of the machinery was too great. The next day they all went to work, as usual; but soon after work had begun all the spinners left the mill, and did not return. Another grievance was, that the measuring-reel was kept by the superintendent in the office of the mill, instead of in the spinning-room; but no complaint was made about the wages received. The complaint was also made, that when a substitute or "sick" spinner was employed in place of a regular workman, the substitute was paid $1.70 only, — a sum which was less than the amount actually earned by the mules, the balance being retained by the management.

After the strike of the spinners, the weavers continued working until the supply of yarn was exhausted: but when purchased yarn was furnished to them, on the 21st, they all left their work. The mill was necessarily shut down, and about four hundred employees were idle. By request of the board, the president and the superintendent of the mill met the representative of the spinners in the presence of the board, and, after a full discussion of the questions involved, it was agreed that the speed should be lessened while the cotton then on hand was

being worked up, — perhaps for seven or eight weeks; that the regular spinners should in future receive whatever the mules earned, and should themselves settle with the substitutes or "sick" spinners. The superintendent also undertook to reduce the drag or take out some of the twist, in such manner as might be found best, after a thorough test and examination had been made.

Result. — In accordance with the arrangement thus made and agreed to, the mills resumed operations on September 28; the employees returned to their customary places, and, so far as the board is informed, nothing has since occurred to disturb the relations between the mill and its employees.

Heywood Brothers & Co. — Gardner.

Having learned that a strike had occurred in Gardner, in the factory of Heywood Brothers & Co., chair manufacturers, the board visited Gardner on October 10, and put itself in communication with the employers and the disaffected employees. It was ascertained that the strike was occasioned by notice from the firm, on October 2, of a reduction of wages in the framing department on certain parts of the carriage work. The employees in that department immediately struck, subsequently others left their work; and, at the time when the board appeared on the scene, about four hundred workmen were idle, who would under ordinary circumstances have been employed in the factory in question. The degree in which the wages would have been actually affected by the reduction proposed was very small, — quite insignificant in comparison with the loss of wages on the one hand, and the stoppage of business

in the busy season on the other hand. In the exercise of its duty, and in order to effect a settlement which would clearly be for the interest of all concerned, the board endeavored to obtain the consent of both parties to meet in the presence of the board, for the purpose of adjusting the difference, if possible. The employees, at the request of the board, chose a committee for this purpose; but the firm declined to meet any such committee, even in the presence of the State Board, and in response to its invitation and request to do so. It will be readily perceived that under such circumstances there was no chance for mediation. Neither party asked for any formal action or report by the board, and matters were allowed to drift along, with more or less local disturbance of the peace, until about six weeks had elapsed, when an understanding was arrived at, under which work was resumed.

We are confident it is not too much to say, that, had there been earlier a disposition on all sides to arrive at a result fair to all concerned, the board might have rendered efficient aid to the accomplishment of that end.

Auburn Worsted Mills — Auburn.

Learning that a strike of the weavers employed in the Auburn Worsted Mill, at Auburn, had occurred, the board, on October 15, proceeded to inquire into the circumstances attending the dispute. It was ascertained that forty-two weavers had taken part in the strike, which was occasioned by the refusal of the employers to grant an increase of wages. At the time of making the inquiry, the mill was shut down, and all but about fifteen of the disaffected weavers had left town and obtained other employment. A new price-list had just been posted by the

management, and, although there was no recognition of the claim for an advance in wages, it seemed likely that, upon opening the mill, a sufficient amount of help would be obtained; and, no application being preferred by either party, the board deemed it inexpedient to take any further action in the matter.

Arlington Mills — Methuen.

On October 27 an application was made by the mule-spinners employed at Methuen, in the cotton mill of the Arlington Mills, complaining that "a reduction of wages imposed and to go into operation on Monday, Oct. 29, 1888, is unjust, in view of the class and quality of the work being done, and is lower than the prices paid for similar work in Massachusetts and elsewhere." The advice of the board was asked for, and on the 29th a communication was addressed to the treasurer of the corporation, notifying him of the application, and inviting his early attention to the matter. Upon receipt of this communication a satisfactory settlement was arrived at by the parties concerned.

Albert Barrows — Brockton.

A strike occurred, November 2, on the part of the lasters employed by Albert Barrows of Brockton, who were unwilling to accept a reduction proposed by their employer.

Mr. Barrows filed his application to the board on November 7, alleging that, "in consideration of the fact that I manufacture a cheap grade of work, the prices demanded for lasting are too high. I desire the State Board to fix

fair prices on buff, calf, split, oil grain and dongola, for lasting in my shop." The striking employees, through their representatives, declined to submit the matter to arbitration; but the board, having obtained their view of the controversy, addressed the following letter to Mr. Barrows, on November 7 : —

After receiving your application, dated Nov. 5, 1888, the board communicated with Mr. E. J. Brady, secretary of the Lasters' Protective Union, in Brockton, who, acting for the lasters lately employed by you, declined to join in the application. Under these circumstances, the board, as at present advised, deems it best to take no further action in the premises at this time; but, as there appeared to be a disposition on the part of Mr. Brady to adjust the matters actually in dispute in your case, if it could be done without unsettling the prevailing price in Brockton, the board suggests that if another conference be had with Mr. Brady, or other representative of the late employees, there appears to be good reason to believe that a result fairly satisfactory to all concerned may be attained. A copy of this letter has been forwarded to Mr. Brady.

Result. — Another conference was accordingly had, and on November 14 a settlement was made under which work was resumed.

A. R. Jones — Whitman.

On November 3 the following joint application was received from A. R. Jones of Whitman, and the lasters in his employ : —

Whitman, Nov. 2, 1888.

To the Members of the State Board of Arbitration.

Gentlemen : — We, the undersigned, have this day forwarded to you by mail one shoe upper, the quality of which is a matter

of dispute between A. R. Jones, a shoe manufacturer of Whitman, and the Lasters' Protective Union of the same place.

The question is, namely, Is the above-mentioned shoe upper, that is, the vamp, made of what is commonly known as buff leather? or is it calfskin? — the above question to be decided by you, gentlemen of the Board of Arbitration, without taking any testimony or listening to any arguments from either or any of the parties interested; you to forward your decision in writing — one copy to A. R. Jones at Whitman, Mass., and one copy to Thomas H. Dunn at Centre Abington, Mass.; and we, the undersigned, do hereby agree to submit to and be governed by your decision.

Hoping you will give this your earliest attention, we are, gentlemen,

Yours, etc.,

Signed for Whitman L. P. U.,
WALTER D. TENNEY.
THOMAS H. DUNN.
A. R. JONES.

The following decision was rendered on Nov. 9, 1888: —

DECISION.

In the Matter of the Joint Application of A. R. Jones of Whitman, and his Employees, represented by Walter D. Tenney and Thomas H. Dunn.

PETITION FILED NOV. 3, 1888.

The only question presented in this case concerns the quality of a certain shoe upper marked "8 D 5" and "7070;" or, in the language of the petition, "Is the above-mentioned shoe upper, that is, the vamp, made of what is commonly known as buff leather? or is it calfskin?"

The board has carefully considered the matter submitted; but, in accordance with the request of both

parties, no hearing has been had or arguments offered, on either side. Aided by information obtained from other sources, the board finds, and gives as its answer to the question propounded, that the vamp of the shoe upper presented to the board, and marked as above described, is made of what is commonly known as buff leather, and is not calfskin.

Result. — The decision was accepted and practically applied by all parties concerned.

Harry E. Pinkham — Lynn.

REPORT.

Boston, Dec. 6, 1888.

In the Matter of the Application of Harry E. Pinkham of Lynn.

Petition Filed Nov. 14, 1888. Hearing, Nov. 27, 1888.

The petitioner is a shoe manufacturer, and alleges in the petition that he "has in his employ a man who is objectionable to other employees, past and present, and for this cause some have left their work, and others threaten to do so." Acting in compliance with the request embodied in the petition, the board has attempted by every practicable means to adjust the difficulty, but thus far without result. The petitioner requests the board to state the results of its investigation, and to say which party to the dispute is "mainly responsible or blameworthy for the existence or continuance of the same."

The board finds that the person objected to is a channeller, who has lived in Lynn for several years, and has been employed in other factories in that city. He is not a member of any labor union, nor, so far as appears, has he ever belonged to any such association, although he has expressed his willingness to become a member. A com-

mittee of prominent representatives of labor organizations in Lynn informed the petitioners, several weeks before the strike, which occurred on or about November 14, that some or all of his employees objected to working in the shop with the channeller above mentioned, and suggested that he be discharged, and the cause of the difficulty be in this manner removed. At one of the later interviews the employer was informed by one of the committee, that, unless the channeller was discharged on or before the day following, the rest of his help would leave him. The help did not, in point of fact, leave at the time indicated; but, after another interview, of like tenor with the interviews which had preceded it, between the employer and the same committee, fourteen employees in different departments either went out or stayed away from work. By this course of proceeding the employer's business has been seriously impaired; but, so far as appears, there has not been any public disturbance, or interference with other workmen who have offered themselves for employment.

The employer alleges, and no doubt believes, that his employees have been ordered out by their representatives, and feels aggrieved by such action; but it is not entirely clear, on the facts as they appear to the board, that the employees who left their work did not go out voluntarily. It is clear, however, that the workman whose presence in the shop is the occasion of the trouble is not objectionable to the others solely, if at all, by reason of the fact that he is a non-union man. It is fair to assume, that, if that had been a controlling consideration, the lasters would have struck with the others. In fact, none of the lasters went out, and one of them, although a union man, told the board that he had no grievance.

It so happens that the petitioner has in his employ one

man who is so objectionable to a considerable number of the other employees that they are not willing to work with him. The employer is convinced that the objection is ill founded and unreasonable; but the case has been so presented that the board is not fully informed as to the nature of the objection, and is unable to say, on the evidence presented, whether the objection is well founded or not. Nor has the case disclosed anything which would authorize this board to advise the petitioner to discharge the man who is the occasion of the controversy. Whether he shall be retained or discharged is a matter of personal and private interest to him and his employer. It simply remains for the petitioner to decide for himself what course is best for him to pursue in the management of his business. It is no part of the duty of this board to assume the responsibility of such a decision. The board, nevertheless, recommends that both parties to the controversy reconsider their position, to the end that the employer may inform himself more fully and accurately of the dispositions and sentiments of his help, and that the employees may again ask themselves whether the objections that have been made rest upon well-substantiated facts of so serious a character that intelligent men and women will be justified by their own judgment in refusing to return to work. There is reason to hope, that, if the case is considered anew under the suggestions made by the board, harmony may be restored in this factory, and a troublesome controversy ended, to the advantage of all concerned.

Result. — On December 8 the employees returned to work, and nothing has occurred since that time to attract the notice of the board.

Francis W. Breed — Lynn.

An application was received, November 17, from workmen employed as cutters by Francis W. Breed of Lynn, alleging that their employer proposed to require of them a reduction amounting to ten per cent. of their wages. Upon receiving notice of the filing of the petition, the employer informed the board that he did not think it would be of any advantage at that time for him to join in the application, and take part in a public hearing. The workmen, acting under the advice of the board, continued at work, and the proposition to reduce the wages was not pressed any further. Consequently, no other action has been necessary under the application.

C. L. & L. T. Frye — Marlborough.

On November 21 a petition was received from E. F. McSweeney, alleging that a lock-out had occurred at the factory of C. L. & L. T. Frye of Marlborough, shoe manufacturers; that the firm had "discharged its employees in violation of written agreements entered into with the employees, and fixing the rates of wages until May 1, 1889; and this action was taken by the firm for the purpose of breaking down the scale of wages now prevailing in the shoe factories of Marlborough." Being requested to make inquiry into the matter, and attempt to bring about a settlement, the board for that purpose visited Marlborough, and saw all the parties in interest, but was unable to reach the trouble effectually. In outward appearance the business of the factory was proceeding about as usual. The firm had deliberately chosen its ground, and

declined to consult any labor organization in the transaction of its business. This was a position the firm had a legal right to take, if they judged it expedient to do so; and as there did not appear to be any controversy or difference between the firm and those actually in their employ, the board did not think it would be justified, under the circumstances, in proceeding further with the case.

Robeson Mills — Fall River.

Having learned of a strike of the spinners employed in the Robeson Mills of Fall River, the board on November 23 proceeded to that city, saw both parties, and made arrangements for a conference of the parties in the presence of the board. This took place on the 28th, a committee of the Manufacturers' Board of Trade acting for the Robeson Mills, and a committee of the Mule-spinners' Association representing the interests of the employees.

It clearly appeared, that, on Jan. 27, 1888, an agreement touching the wages of spinners in the several mills was entered into and signed for the Board of Trade by its president and by a committee of the Spinners' Association. This agreement was by its terms to take effect Feb. 13, 1888, and established a basis for a price-list for spinning in the mills represented by the Board of Trade; that is, all the mills in the city except two, — the Davol and the Pocasset. Subsequent interviews and correspondence resulted in a price-list printed and issued by the Board of Trade, and dated Aug. 20, 1888, which it was agreed had been framed according to the terms of the written agreement, with some modifications subsequently made at the request of the spinners. This price-list provided for two scales for mules of 1,151 spindles and up-

wards, and another and higher scale for mules of 1,150 spindles and under. It appeared that the mules in the Robeson Mills were old, and carried 1,152 spindles to a pair of mules; but the spinners employed there received wages, prior to Sept. 1, 1888, according to the higher scale. Soon after the appearance of the printed price-list, dated Aug. 20, 1888, the treasurer of the Robeson Mills changed his pay-roll, and had the wages of his spinners reckoned according to the lower scale, as shown in the printed price-list referred to. This change was the occasion of the strike, which took place on or about Nov. 17, 1888. All the spinners, eleven in number, struck at that time, and at the time of the conference were still out. It also appeared that each of the spinners employed in the mill in question received fifty cents a week, in addition to the wages called for by the price-list. The spinners said this allowance was made in accordance with the agreement, and in consideration of the old machinery used in this mill. The management said it was a concession because of the fact that the mill came so near the dividing-line between two scales of prices. Having been fully informed by both sides as to the facts of the case, the chairman expressed the views of the board substantially as follows: —

It being clearly shown that the agreement was entered into and signed, and was admitted to be binding upon both parties to this dispute, the agreement ought to be respected and conformed to, although the practical application of it might, in some instances, be disappointing. The fact that the application of it to the Robeson Mills resulted in lowering the wages from the former standard, ought not of itself to be considered a reason for refusing to conform to the terms of the agreement, if the other party to the contract — that is, the mill — insisted upon its rights.

The mill insisting that the terms of contract should be adhered to, the board further expressed the opinion that it would be best for the spinners to return to work; and, if the existing arrangements should be deemed by them or their association unjust to the wage-earner, notice might be given, under the terms of the written agreement, to the effect that the spinners desire a termination of the present arrangement, but are willing to confer with the Board of Trade for the purpose of agreeing upon a schedule that will in its practical workings be more satisfactory to the spinners.

After this expression of its views, the board withdrew, leaving the two committees together. Shortly after this interview, notice was given by the Spinners' Association of its desire to terminate the existing agreement; but the striking spinners did not return to the Robeson Mills, as recommended by the board. Negotiations have since been carried on by the parties at some length, with a view to arranging a new price-list for spinning that will be more just in its application to the several mills in Fall River.

Wamsutta Mills — New Bedford.

On November 19 a strike occurred on the part of the wide-loom weavers employed in the Wamsutta Mills of New Bedford, and on December 5 the board visited that city for purposes of inquiry. An arrangement was made for a conference of the weavers with the agent of the mills, and on the 7th the parties met in the presence of the board. After a full discussion, it appeared that the difficulty arose primarily from a change in assigning fines for imperfect work. The agent complained, that, in the

room which had been occupied by the strikers, the imperfections had increased to such an extent that it had become necessary to increase the fines, in order to make the workmen more careful. The employees attributed the increase in the number of black marks to the bad filling; but it did not appear that the filling was any worse at the time of the strike than it had been for six months previously. After some misunderstandings had been satisfactorily cleared up, a proposition was made and accepted, that the weavers return to work on the following Monday, with the understanding that thereafter the fine for the first black mark should be fifty cents, and one dollar for a second consecutive imperfect cut on the same loom, — no fines to be imposed in any case except for faults fairly chargeable to the workman.

Work was resumed on the appointed day, according to the arrangement thus made and agreed upon.